

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS	
MARICEL FORTEZA, Pro-se Plaintiff, v. Affordable Auto Shield, Inc. DBA AAS, SunPath, LTD, Sing For Service, LLC DBA MEPCO Defendants	<div>U.S. DISTRICT COURT NORTHERN DISTRICT OF TEXAS FILED APR 25 2023 CLERK, U.S. DISTRICT COURT By <u>Deputy</u></div> <div>§ § § § § § § § § §</div> <div>8-23CV0875-B</div>

PLAINTIFF'S ORIGINAL COMPLAINT

PARTIES

1. The Plaintiff is Maricel Forteza and natural person and was present in Texas for all calls in this case in Dallas County.
2. Affordable Auto Shield, Inc. DBA AAS is an active Delaware corporation and can be served via registered agent, Corporate Creations Network, Inc. at the address 3411 Silverside Road Tatnall Building Suite 104, Wilmington, DE 19810.
3. SunPath, LTD is an active Texas corporation that can be served via registered agent, Registered Agent Solutions, Inc. at the address Corporate Center One, 5301 Southwest Parkway, Suite 400, Austin, TX 78735.
4. Sing For Service, LLC DBA MEPCO is an active Illinois corporation and can be served via registered agent, Illinois Corporation Service Company at the address 801 Adlai Stevenson Dr. Springfield, IL 62703.

JURISDICTION AND VENUE

5. **Jurisdiction.** This Court has federal-question subject matter jurisdiction over Plaintiff's TCPA claims pursuant to 28 U.S.C. § 1331 because the TCPA is a federal statute. *Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368, 372 (2012). This Court has supplemental subject matter jurisdiction over Plaintiff's claim arising under Texas Business and Commerce Code 305.053 because that claim: arises from the same nucleus of operative fact, i.e., Defendants' telemarketing robocalls to Plaintiff; adds little complexity to the case; so it is unlikely to predominate over the TCPA claims.
6. **Personal Jurisdiction.** This Court has general personal jurisdiction over the Defendants because they have repeatedly placed calls to Texas residents, and derived revenue from Texas residents, and they sell goods and services to Texas residents, including the Plaintiff. Sunpath, LTD is an active Texas corporation operating in Texas.
7. This Court has specific personal jurisdiction over the defendants because the calls at issue were sent by or on behalf of Defendants.
8. **Venue.** Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1)-(2) because a substantial part of the events giving rise to the claims—the calls and sale of goods and services directed at Texas residents, including the Plaintiff—occurred in this District and because the Plaintiff resides in this District. Residing in the Northern District of Texas when she received a substantial if not every single call from the Defendants that are the subject matter of this lawsuit.
9. This Court has venue over the Defendants because the calls at issue were sent by or on behalf of the above named Defendants to the Plaintiff who is a Texas resident.

THE TELEPHONE CONSUMER PROTECTION ACT OF 1991
47 U.S.C. § 227

10. In 1991, Congress enacted the TCPA in response to a growing number of consumer complaints regarding telemarketing and to regulate the explosive growth of the telemarketing industry. In doing so, Congress recognized that “[u]nrestricted telemarketing... can be intrusive invasion of privacy[.]” Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, § 2(5) (1991) (codified at 47 U.S.C. § 227).
11. The TCPA makes it unlawful “to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using an automatic telephone dialing system or an artificial or prerecorded voice ... to any telephone number assigned to a ... cellular telephone service.” 47 U.S.C. § 227(b)(1)(A)(iii).
12. The TCPA makes it unlawful “to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes, is made solely pursuant to the collection of a debt owed to or guaranteed by the United States, or is exempted by rule or order” of the Federal Communication Commission (“FCC”). 47 U.S.C. § 227(b)(1)(B).
13. The TCPA provides a private cause of action to persons who receive calls in violation of 47 U.S.C. § 227(b). 47 U.S.C. § 227(b)(3).
14. Separately, the TCPA bans making telemarketing calls without a do-not-call policy

available upon demand. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(d)(1).¹

15. The TCPA provides a private cause of action to persons who receive calls in violation of 47 U.S.C. § 227(c) or a regulation promulgated thereunder. 47 U.S.C. § 227(c)(5).
16. According to findings of the FCC, the agency vested by Congress with authority to issue regulations implementing the TCPA, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls and can be costly and inconvenient.
17. The FCC also recognizes that “wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.” In re Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991, 18 FCC Rcd. 14014, 14115 ¶ 165 (2003).
18. In 2013, the FCC required “prior express written consent” for all autodialed or prerecorded telemarketing calls (“robocalls”) to wireless numbers and residential lines. In particular:[A] consumer’s written consent to receive telemarketing robocalls must be signed and be sufficient to show that the consumer: (1) received “clear and conspicuous disclosure” of the consequences of providing the requested consent, i.e., that the consumer will receive future calls that deliver prerecorded messages by or on behalf of a specific seller; and (2) having received this information, agrees unambiguously to receive such calls at a telephone number the consumer designates. In addition, the written agreement must be obtained “without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or

¹ See Code of Federal Regulations, Title 47, Parts 40 to 60, at 425 (2017) (codifying a June 26, 2003 FCC order).

service.”

19. In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991, 27 FCC Rcd. 1830, 1844 ¶ 33 (2012) (footnote and internal quotation marks omitted). FCC regulations “generally establish that the party on whose behalf a solicitation is made bears ultimate responsibility for any violations.” In the Matter of Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991, 10 FCC Rcd. 12391, 12397 ¶ 13 (1995).
20. The FCC confirmed this principle in 2013, when it explained that “a seller ... may be held vicariously liable under federal common law principles of agency for violations of either section 227(b) or section 227(c) that are committed by third-party telemarketers.” In the Matter of the Joint Petition Filed by Dish Network, LLC, 28 FCC Rcd. 6574, 6574 ¶ 1 (2013).
21. Under the TCPA, a text message is a call. *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 951 – 52 (9th Cir. 2009).
22. A corporate officer involved in the telemarketing at issue may be personally liable under the TCPA. E.g., *Jackson Five Star Catering, Inc. v. Beason*, Case No. 10-10010, 2013 U.S. Dist. LEXIS 159985, at *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that corporate actors can be individually liable for violating the TCPA where they had direct, personal participation in or personally authorized the conduct found to have violated the statute.” (internal quotation marks omitted)); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415 – 16 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid individual liability, the TCPA would lose much of its force.”).

THE TEXAS BUSINESS AND COMMERCE CODE
Title 10 - Use of Telecommunication
Subtitle A - Telephones

23. The Texas Business and Commerce code 305.001 prohibits a person to call a mobile number using automatic dialing device without consent for the purpose of making a sale. This Texas law has analogous portion that is related to the TCPA and was violated in this case.
24. The Plaintiff may seek damages under the Texas Business and Commerce Code § 305.053 for violations of 47 USC 227 or subchapter A and seek \$500 for each violation in statutory damages or \$1,500 for each violation for willful or knowing damages .
25. The Texas Business and Commerce Code § 302.101(a) states that a seller may not make a telephone solicitation from a location in this state or to a purchaser located in this state unless the seller holds a registration certificate for the business location from which the telephone solicitation is made. A person who violates this chapter is subject to a civil penalty, which the Plaintiff may seek damages of up to \$5,000 for each violation under Texas Business and Commerce Code § 302.302.

FACTUAL ALLEGATIONS

26. The Plaintiff is a natural person.
27. The Plaintiff's telephone number is (469) 212 - 3582.
28. That telephone number is assigned to a wireless service.
29. That telephone number has been on the National Do Not Call Registry since October 3, 2022.

30. That telephone number is used for residential purposes and is used by the Plaintiff solely.
31. That telephone number is not associated with a business.
32. The Plaintiff has received multiple calls from multiple entities selling the extended car warranty services of SunPath LTD and several related entities by multiple agents of Sunpath LTD.
33. Defendants routinely violates the TCPA as a part of their business model and knowingly and willfully commit TCPA violations.
34. Defendants Affordable Auto Shield DBA AAS, SunPath, LTD, and Sing for Service, LLC DBA MEPCO have been previously sued multiple times in federal and state courts across the country for alledly violating the TCPA. (See Cunningham v. Vehicle Protection Specialists, LLC, *et.al*, 2019 Case No. 4:19cv812-ALM-CAN as an example)
35. Despite these prior lawsuits, Defendants haved failed to reform their business practices to being them in compliance with the TCPA.

Alleged calls to the Plaintiff and violations of 47 USC 227(b)

36. Plaintiff Forteza received multiple calls from a variety of spoofed caller ID's that were initiated using an automated telephone dialing system. The calls were on behalf of each Defendants in this case offering their products/services as a result of the calls. The calls had a delay of 3-4 seconds of dead air after the Plaintiff picked up the phone before the agent answers the call indicating the calls were initiated using an ATDS. The Plaintiff received calls directly from the corporations and on behalf of these

corporations by 3rd party telemarketers for both direct and vicarious liability in this case.

37. Plaintiff received multiple calls from multiple spoofed and non-working caller ID's all designed to trick consumers into picking up the phone by using false, misleading, and fraudulent caller ID's. These calls were not related to any emergency purpose.
38. Plaintiff has received at least 31 calls between July 28, 2022 and December 14, 2022 to her personal cell phone number 469-212-3582, without her prior express written consent and not related to an emergency purpose, selling extended car warranty services from the Defendants. See Exhibit A for the table detailing the calls made by the Defendants to the Plaintiff's cell phone number.
39. All 23 calls were initiated by an automated telephone dialing as indicated by a 3-4 second delay of dead air when the call first connected. The Defendants called multiple times every week with up to 2 calls in one day.
40. Defendants use phone number with local area codes like 469, 972, and 903. These phone numbers are non-working numbers and were picked specifically to trick consumers into picking up the call as they appear to be local calls. This is called "Neighborhood Spoofing".
41. On November 1, 2022, Plaintiff received a call from the Defendant Affordable Auto Shield DBA AAS selling extended car warranty. To confirm solicitation, the Defendant sent the Plaintiff the contract, Platinum Deluxe Service Contract . The contract was from "AAS", who is the Seller/Dealer/Vendor and the sales person is Fabrice Bataille. The contract also shows Defendant SunPath, LTD as the Provider/Administrator/Obligor of the Contract. MEPCO is the Finance Company or

the Payment Plan Provider. See Exhibit B for the the vehicle service agreement showing these information.

The Plaintiff's cell phone is a residential number

42. Plaintiff's cellular phone 469-212-3582 is a personal cell phone that she uses for personal, family, and household use. The Plaintiff maintains no landline phones at her residence and has not done so for at least 10 years and primarily relies on cellular phones to communicate with friends and family. The Plaintiff also uses her cell phone for navigation purposes, sending and receiving emails, timing food when cooking, and sending and receiving text messages. The Plaintiff further has her cell phone registered in her personal name, pays the cell phone from her personal accounts, and the phone is not primarily used for any business purpose.

**Violations of the Texas Business And Commerce Code
Title 10, Subtitle A**

43. The Texas Business and Commerce code 305.001 prohibits a person to call a mobile number using automatic dialing device without consent for the purpose of making a sale. This Texas law has analogous portion that is related to the TCPA and was violated in this case.
44. The Plaintiff may seek damages under the Texas Business and Commerce Code § 305.053 for violations of 47 USC 227 or subchapter A and seek \$500 for each violation in statutory damages or \$1,500 for each violation for willful or knowing damages .
45. The Texas Business and Commerce Code § 302.101(a) states that a seller may not

make a telephone solicitation from a location in this state or to a purchaser located in this state unless the seller holds a registration certificate for the business location from which the telephone solicitation is made. A person who violates this chapter is subject to a civil penalty, which the Plaintiff may seek damages of up to \$5,000 for each violation under Texas Business and Commerce Code § 302.302.

46. The actions of the Defendants violated the Texas Business and Commerce Code 305.053 by placing automated calls to a cell phone which violates 47 USC 227(b).
47. The calls by Defendants violated Texas law by spoofing the caller ID's per 47 USC 227(e) which in turn violates the Texas statute.

I. FIRST CLAIM FOR RELIEF

(Non-Emergency Robocalls to Cellular Telephones, 47 U.S.C. § 227(b)(1)(A))

(Against All Defendants)

1. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.
2. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the TCPA, 47 U.S.C. § 227(b)(1)(A), by making non-emergency telemarketing robocalls to Plaintiff's cellular telephone number without her prior express written consent.
3. Plaintiff is entitled to an award of at least \$500 in damages for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B).

4. Plaintiff is entitled to an award of up to \$1,500 in damages for each such knowing or willful violation. 47 U.S.C. § 227(b)(3).

5. Plaintiff also seeks a permanent injunction prohibiting Defendants and their affiliates and agents from making non-emergency telemarketing robocalls to cellular telephone numbers without the prior express written consent of the called party.

II. SECOND CLAIM FOR RELIEF

(Telemarketing Without Mandated Safeguards, 47 C.F.R. § 64.1200(d)) (Against All Defendants)

6. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

7. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of FCC regulations by making telemarketing solicitations despite lacking:

a. a written policy, available upon demand, for maintaining a do-not-call list, in violation of 47 C.F.R. § 64.1200(d)(1);²

b. training for the individuals involved in the telemarketing on the existence of and use of a do-not-call list, in violation of 47 C.F.R. § 64.1200(d)(2);³ and,

c. in the solicitations, the name of the individual caller and the name of the person or entity on whose behalf the call is being made, in violation of 47 C.F.R. § 64.1200(d)(4).⁴

² See *id.* at 425 (codifying a June 26, 2003 FCC order).

³ See *id.* at 425 (codifying a June 26, 2003 FCC order).

⁴ See *id.* at 425 – 26 (codifying a June 26, 2003 FCC order).

8. Plaintiff is entitled to an award of at least \$500 in damages for each such violation. 47 U.S.C. § 227(c)(5)(B).

9. Plaintiff is entitled to an award of up to \$1,500 in damages for each such knowing or willful violation. 47 U.S.C. § 227(c)(5).

10. Plaintiff also seeks a permanent injunction prohibiting Defendants and their affiliates and agents from making telemarketing solicitations until and unless they (1) implement a do-not-call list and training thereon and (2) include the name of the individual caller and defendants' names in the solicitations.

III. THIRD CLAIM FOR RELIEF

(Violations of The Texas Business and Commerce Code 302.101(a), 302.302)

11. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

12. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the **Texas Business and Commerce Code 302.101(a)**, by making telephone solicitation from a location in this state or a purchaser in this state without holding a registration certificate for the business location from which the telephone solicitation is made.

13. Plaintiff is entitled to an award of up to \$5,000 in damages for each such violation. **(Texas Business and Commerce Code 302.302)**

IV. FOURTH CLAIM FOR RELIEF

(Violations of The Texas Business and Commerce Code 305.053)

14. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

15. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the **Texas Business and Commerce Code 305.053**, by making non-emergency telemarketing robocalls to the Plaintiff's cellular telephone number without his prior express written consent in violation of 47 USC 227 et seq. The Defendants violated 47 USC 227(d) and 47 USC 227(d)(3) and 47 USC 227(e) by using an ATDS that does not comply with the technical and procedural standards under this subsection.

16. Plaintiff is entitled to an award of at least \$500 in damages for each such violation. **Texas Business and Commerce Code 305.053(b)**

17. Plaintiff is entitled to an award of up to \$1,500 in damages for each such knowing or willful violation. **Texas Business and Commerce Code 305.053(c)**.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Maricel Forteza prays for judgment against all the Defendants jointly and severally as follows:

A. Leave to amend this Complaint to name additional DOEs as they are identified and to conform to the evidence presented at trial;

B. A declaration that actions complained of herein by Defendants violate the TCPA and Texas state laws;

C. An injunction enjoining Defendants and their affiliates and agents from engaging in the unlawful conduct set forth herein;

D. An award of \$3,000 per call in statutory damages arising from the TCPA intentional violations jointly and severally against the corporation and individual for 23 calls.

E. An award of \$5,000 per call in statutory damages arising from violations of the Texas Business and Commerce Code 302.101(a) jointly and severally against the corporations and individual for 23 calls.

F. An award of \$1,500 per call in damages arising from violations of the Texas Business and Commerce Code 305.053 jointly and severally against the corporations and individual for 23 calls.

G. An award to Plaintiff of damages, as allowed by law under the TCPA;

H. An award to Plaintiff of interest, costs and attorneys' fees, as allowed by law and equity.

I. Such further relief as the Court deems necessary, just, and proper.

April 19, 2023

A handwritten signature in black ink, appearing to read 'Maricel Forteza', is written over a horizontal line.

Maricel Forteza
Plaintiff, *Pro Se*
3000 Custer Road, Ste 270-206
Plano, Tx 75075

EXHIBIT A

Call Number	Date	Time	Phone Numbers
1	7/28/2022	3:15 PM	469-481-8092
2	7/29/2022	2:55 PM	469-481-7024
3	8/18/2022	9:22 AM	972-478-0910
4	8/25/2022	1:18 PM	806-298-1996
5	9/9/2022	2:44 PM	254-309-1334
6	9/13/2022	1:13 PM	972-640-1714
7	9/13/2022	3:14 PM	972-640-1714
8	9/14/2022	10:46 AM	903-437-6225
9	9/15/2022	11:52 AM	469-295-9346
10	9/20/2022	1:37 PM	430-222-7724
11	9/26/2022	9:26 AM	361-304-0065
12	10/6/2022	10:05 PM	432-224-7071
13	10/6/2022	1:13 PM	972-478-0797
14	10/17/2022	11:17 AM	713-424-4955
15	10/18/2022	3:19 PM	726-227-9858
16	10/19/2022	11:21 AM	430-227-4741
17	10/20/2022	9:05 AM	972-478-0873
18	10/20/2022	4:05 PM	430-224-8671
19	10/25/2022	2:55 PM	903-226-4002
20	11/1/2022	2:51 PM	830-224-4224
21	11/2/2022	9:25 AM	210-9648963
22	11/2/2022	1:58 PM	615-795-0882
23	12/14/2022	4:41 PM	903-437-6755

EXHIBIT B

AAS
 3300 S Dixie Highway Suite 1 267
 West Palm Beach, FL 33405
 855-203-1424

Maricel Forteza
 3000 Custer Rd Ste# 270 206
 Plano, TX 75075-4422

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles under 150,000 miles may qualify for additional coverages, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

THANK YOU AGAIN!

Fabrice Bataille
 Protection Specialist

IMPORTANT CONTACT NUMBERS:

Claims: 888-990-7786
 Roadside: 877-730-3335

Contract Declarations

Contract Holder Maricel Forteza		Service Contract No. ECF216598	
Street Address 3000 Custer Rd Ste# 270 206			
City, State, Zip Plano, TX 75075-4422		Phone 469-212-3582	
Year 2013	Make HONDA	Model FIT	VIN JHMGEBH39DC064201
Odometer 105,602	Vehicle Purchase Price	Contract Purchase Date 11/01/2022	Vehicle Class 1
Seller/Dealer/Vendor Name AAS		I.D. AAS4610	
Address 3300 S Dixie Highway Suite 1 267			
City, State, Zip West Palm Beach, FL 33405		Phone 855-203-1424	
Finance Company Mepco		Payment Terms	
Plan Name ECLIPSE PLATINUM DELUXE			
Plan Term Months 60	Miles 100,000	Plan Code SPECPD	Deductible \$ 100.00
* Validation Period 30 days and 1,000 miles	Surcharges		
Contract Purchase Price \$3300.00	Options **		

The purchase of this contract is not required to either obtain financing or to purchase the motor vehicle. You have the right to transfer this Service Contract on the specified vehicle only to a subsequent private owner. Refer to the Transfer provision. This Contract is not an insurance policy. This Contract is a service contract.

The undersigned purchaser of this Contract acknowledges that parts and labor benefits are subject to the validation period stated above PER PHONE

Certification: The undersigned Purchaser of this Service Contract has selected the above coverage and options and understands that depending upon the coverage plan selected that parts and labor benefits are subject to the validations stated above. I agree that I have read and understand the above Contract provisions and implied warranty disclosure.

Date 11/01/2022 PER PHONE Fabrice Bataille
 Contract Purchaser Signature _____ Seller/Dealer _____

WSTD01

SP-AO- Eclipse Platinum Deluxe (3-20)

This Contract is between You, the Purchaser and SunPath, LTD, the Provider/Administrator/Obligor of the Contract.
In Florida, the Provider/Administrator/Obligor is SunPath LTD Corp. d/b/a SunPath LTD Corp. of Delaware, FL Incorporated 000143
Provider/Administrator/Obligor Administrative Office 50 Braintree Hill Park, Suite 310 Braintree, MA 02184 (888) 660-0286.

The purchaser acknowledges that the **Declarations Page**, containing the purchaser Information, **Seller Information**, **Vehicle Information**, **Payment Plan Information**, and **Service Contract Information**, the **Coverage/Contract Identification Card**, and the Terms and Conditions contained herein constitute the entire **Vehicle Service Contract** between Us and You. The components, parts, and exclusions listed under the Terms and Conditions and **Coverage** section constitute the entire Terms and Conditions of this Contract, and shall be used in adjudicating any and all claims arising under this Contract. You agree to maintain the **Vehicle** in accordance with the Terms and Conditions, the **Contract Holder's Maintenance Requirements** section contained in the Terms and Conditions of the **Vehicle Service Contract**, and follow all of the manufacturer's recommended maintenance requirements.

In the event of a breakdown and/or repair, You must obtain prior authorization by following the instructions listed in the "Filing a Breakdown Claim" section of Terms and Conditions of the **Vehicle Service Contract**.

This Contract is neither an insurance policy nor a seller's warranty. This Contract may run concurrently with and is secondary to any manufacturer's warranty still active on the **Vehicle**.

After thirty days from the date of purchase of this **Service Contract** as stated on the **Declarations Page**, if You have not contacted Us or the **Seller/Dealer** to cancel this **Vehicle Service Contract**, then You hereby agree to all of the terms and conditions of this **Vehicle Service Contract**. You agree that they have reviewed and understand all of the time and mileage limitations, coverage, exclusions, and that the repair of non-covered components are excluded from **Coverage** under the **Vehicle Service Contract**. All of the "add-on" options as marked on the **Declarations Page** are clearly marked above. You agree that You have read and understand the **Gold Service Contract** in its entirety, and fully understands all of the terms and conditions therein. Further, You agree that You have further agree that You have received this Contract, and all of the information contained on the **Declarations Page** is correct. You understand Your responsibility to contact the Us to update or correct any inaccurate information contained on the **Declarations Page**. YOU UNDERSTAND AND HEREBY AGREE TO ALL OF THE ABOVE, AND THAT THIS CONTRACT WILL BE BY AND BETWEEN US AND THE APPLICANT.

Platinum Deluxe Service Contract

SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this contract:

Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or **Contract** means this **Platinum Deluxe Service Contract** that is by and between You and Us.

Administrator means **SunPath, LTD**, a Corporation organized under the laws of the State of Delaware, whose principal place of business is **50 Braintree Hill Park, Suite 310, Braintree MA 02184**, which is the entity that will administer hereunder.

Authorized Repair Facility means any dealership, local mechanic repair facility, or other

vehicle repair facility certified to perform mechanical repairs on motor vehicles from the National Institute for Automotive Service Excellence (ASE) located in the United States or Canada.

Breakdown means the failure of an original or replacement part covered by this Contract to perform its function as it was originally designed to work in normal service with required maintenance due to material failures, mechanical failures, or defects outside the manufacturer's tolerance.

Commercial Use means Vehicles used for farming, ranching, utility work, job-site activities, service or repair work, and delivery of goods. Usage must not exceed the manufacturer's ratings and/or limitations. In order for commercial use vehicles to be covered under this Contract, the Commercial Use surcharge (by must be checked on the original Declarations Page, if this is not checked, it is Your responsibility to contact Us to add the surcharge).

Coverage means the component protection You selected as shown in this Contract and on Your Identification Card.

Covered Part(s) or Covered Repairs means the parts listed under "Section IV, Coverage" of this Contract and any parts listed on "Section VII, Add On Coverage Options" of this Contract if those "add ons" are selected on the Declarations Page of this Contract.

Deductible means the amount of money You are required to pay as selected on the Declarations Page for a covered Breakdown. The Deductible will be due and owing each visit to a repair facility for a covered Breakdown. Once a Covered Part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.

Dealership means the original venue where Your Vehicle was purchased.

Effective Date and Mileage means the date You purchased Your Contract and the odometer mileage on Your vehicle at the time You purchased this Contract. This is indicated as the Contract Purchase Date and Odometer Reading on the Declarations Page of this Contract.

Expiration means Your Service Contract expires in accordance with the Contract Term that You purchased. The Contract Term is listed on the Declarations Page of this Contract. All plans expire by time or mileage, whichever occurs first.

- **USED PLAN TERMS:** Expiration by time is measured from the Contract Purchase Date. Expiration by mileage is measured from the odometer mileage of Your Vehicle on the Contract Purchase Date.
- **NEW PLAN TERMS:** Expiration by time is measured from the Contract Purchase Date. Expiration by mileage is measured from ZERO (0) odometer miles, and not from the odometer mileage of Your Vehicle on the Contract Purchase Date.

Finance Agent or Payment Plan Provider means the company that is providing the payment plan or financing for this Contract. The Finance Agent or Payment Plan Provider places a lien against any refunds due on this Contract until they have been repaid by You in full.

Identification Card means the card that was sent to you which becomes part of this Contract. It gives information about You, Your Vehicle, Coverage chosen and other valuable information including your Contract Number.

Contract Number is the number We use to identify this Contract on Your Vehicle.

Pre-Existing Condition means a condition, breakdown or mechanical issue that within and immediately occurred before Your purchase of this Service Contract.

Seller or Dealer means the company that sold this Contract to You as listed on the Declarations Page.

Vehicle means the Vehicle which is listed on the Declarations Page.

Validation Period means the period of time and mileage that must transpire before a claim may be filed hereunder. Unless otherwise indicated on the Declarations Page of this Contract, the period is equal to thirty (30) days from the Contract Purchase Date and one-thousand (1,000) miles from the Odometer Reading of this Contract. If a different Validation Period is indicated on the Declarations Page of this Contract, then the period of time and mileage as indicated on the Declarations Page of this Contract must transpire before a claim may be filed. The Validation Period time and mileage shall be added to the end of the Plan Term (months) and Plan Term (miles).

We, Us, Our means the entity who is obligated to perform under this Contract ("the obligor/provider"); SunPath Ltd., Suite 310 Braintree, MA 02184, (888) 990-7786.

Wear and Tear means the gradual reduction of performance of a part beyond the manufacturer's specified tolerances that occur naturally under normal operating conditions, which ultimately results in the failure of that part.

You, Your means the Contract purchaser (or purchasers) shown on the Declarations Page, or the person or persons to whom this Contract is transferred in accordance with the Terms and Conditions of this Contract.

SECTION II. TERMS AND CONDITIONS

Nature of Agreement: This is a Vehicle Service Contract between You and Us. You agree and understand that this Contract is a Vehicle Service Contract and not an insurance policy.

Entire Agreement: This Contract, including the Declarations Page, Terms and Conditions, Identification Card, limitations, exclusions, exceptions, and definitions, together with any endorsements, if any, constitute the entire Contract. No one other than the parties hereto, by mutual agreement, may change this Contract or waive any of its provisions. This Contract gives You specific rights. You may have other contract rights, which may vary from state to state in the United States. Please see the "State Specific Disclosures" of this Contract for specific information pertaining to Your individual state.

This Contract covers mechanical Breakdowns that are expressly covered under this Contract, and is for the sole benefit of You named herein, and only applies with respect to the Vehicle described on the Declarations Page.

This Contract shall be invalidated if there has been a tampering, inaccuracy, or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is

not shown on the odometer and cannot be determined. In the event the odometer becomes inoperable during the term of this Contract, You must immediately contact Us within thirty (30) days of the odometer becoming inoperable. We will provide documentation to show the odometer has been repaired. If the odometer is not repaired, this documentation may result in us cancelling this Vehicle Service Contract.

This Vehicle Service Contract provides benefits for Breakdown, Wear and Tear of Covered Parts installed by the Vehicle manufacturer as described above.

Coverage Period: Coverage under this Contract begins on the date of the Validation Period and will expire on the Expiration Date or Mileage Limit, whichever comes first. The Contract Purchase Date and Odometer Reading, whichever is later, is shown on this Declarations Page and on the Limits of Liability Page.

Breakdown: In the event of a Breakdown of any of the Covered Part(s) listed below for Coverage that are covered under this Contract, We will pay for the Authorized Repair Facility any pre-authorized reasonable expenses incurred for the repair or replacements of the part(s), less any Deductible as stated in this Contract. Reasonable expenses shall include but not be limited to the parts, components or units, which are not to exceed the manufacturer's suggested retail price (MSRP), which are necessary to repair or replace the failed Covered Part, the repair facility's labor rates, which are not to exceed the average market value for labor rates in the area that the Authorized Repair Facility is located in, area shall be defined as a fifty-mile (50) radius, which shall be multiplied by the amount of reasonable time in hours or sections of hours it may take to repair the part and/or vehicle. Reasonable time shall be determined by data in the national labor time guide, and any reasonable tear-down or diagnostic expenses to investigate the cause of failure in the event the repair is a Covered Repair (reasonable tear-down or diagnostic expenses shall be determined by the market rates within the area within a fifty-mile (50) radius). Replacement of Covered Parts that have experienced a Breakdown may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the Administrator's discretion.

Deductible: In the event of a Breakdown of any Covered Part(s) listed below, You may be required to pay a Deductible. The amount stated in the Declarations Page of this Contract shall be the deductible that will be paid by You upon each visit to the Authorized Repair Facility, for Covered Repairs. If that amount is equal to zero ("0"), you will not be required to pay a deductible on any Covered Repair(s) as long as this contract is active. Should a Covered Breakdown require more than one visit to repair, You will only have to pay the deductible once for the Breakdown.

Limit of Liability: The aggregate limit of liability will be the greater of the average trade-in value of the Vehicle as provided by the NADA Guidelines as of the date of a filed claim, or \$12,500.00. Once the maximum limit of liability has been reached, as defined above, this contract, its transfer and cancellation rights terminate.

Labor Rates and Parts: We shall only be required to pay the prevailing labor rate for all repairs. Further in the event of a covered repair, We shall only be required to repair the Vehicle with parts and/or components that we select, including the use of used, remanufactured, refurbished, or reconditioned parts and/or components. At the administrator's request the vehicle may be moved to another repair facility.

Incidental and Consequential Damage Limit of Liability: Our liability of incidental and consequential damages, including but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.

SECTION III: CONTRACT HOLDER'S RESPONSIBILITIES

Contract Holder's Maintenance Requirements: You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual. Your Vehicle's Owner Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.

Oil Changes and Verifiable Records: In the event of a Breakdown, We may request oil change and/or service records to verify that maintenance has been properly done. If You perform Your own maintenance and/or service, You must retain all receipts that show the purchase of materials used in the Vehicle maintenance process.

Filing a Breakdown Claim: If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. **Prevent Further Damage:** Immediately take action to prevent further damage to Your Vehicle. The operator of Your Vehicle is responsible for observing Vehicle warning lights, gauges and sensor items that indicate a potential Breakdown. Upon this observation, You must immediately arrange for the Vehicle to be diagnosed. Failure to properly take this action may result in the denial of claims.
2. **Take Your Vehicle to the Authorized Repair Facility:** If Your Vehicle incurs a Breakdown, take Your Vehicle to any Authorized Repair Facility. As stated in "Section I Definitions", an Authorized Repair Facility is any dealership, repair facility, or other business that is certified to repair motor vehicles by the National Institute for Automotive Service Excellence (ASE) in the United States or Canada.
3. **Obtain Authorization from the Administrator:** Once You have taken Your Vehicle to the Authorized Repair Facility, give them Your Contract Number. The Authorized Repair Facility must then contact Us at (888) 990-7766 and obtain authorization to proceed with the claim. Any claim for repairs without prior authorization from Us may be denied, with the exception of Emergency Repairs as defined in this section of the Contract. The amount authorized by Us will be the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must obtain additional approval from Us by contacting the same number as stated above.
4. **If applicable, Authorize Tear-Down and/or Inspection:** In some cases, You may need to authorize the licensed repair facility to inspect and/or tear down Your Vehicle in order to determine the cause of failure and cost of the repair. We will pay this fee, up to the maximum market rate amount; if the Breakdown is a Covered Repair. The repair facility must get prior authorization to begin the tear-down by calling the claims number as stated above.

5. Review Coverage - After We have been contacted, review with the Account Manager what will be covered under this Contract.

6. Pay any Deductible (if Applicable) - You must pay to the Authorized Repair Facility any required Deductible, as stated in Terms and Conditions, Deductible section of this Contract. As stated in the Terms and Conditions, Deductible section of this Contract, we will pay for the amount of the Breakdown on a Covered Repair less the Deductible. In the event there is no deductible as stated on the Declarations Page, You will not be required to pay a Deductible. All repair orders, requested documentation, and invoices from the Authorized Repair Facility must be submitted to Us within thirty (30) days (three hundred sixty-five (365) days in Wisconsin) (as soon as reasonably possible in Utah) to be eligible for payment.

Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when Our office is closed, and failure to repair the Breakdown immediately will either 1) render Your Vehicle unsafe to drive, 2) result in further damage to Your Vehicle or, 3) cause other components on Your Vehicle to fail, follow the claim procedures above without authorization, and We will make reimbursement to You or the Authorized Repair Facility in accordance with the provisions of this Contract if the Breakdown is a Covered Repair. You must contact Us within three (3) business days (three hundred sixty-five (365) days in Wisconsin) (as soon as reasonably possible in Utah) from the date of repair to determine if the repair is a Covered Repair. No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence.

For claims assistance, please contact the Administrator, SunPath, LTD at (888) 990-7786. NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.

Administered by: SunPath, LTD, 50 Braintree Hill Park, Suite 310, Braintree MA 02184, (888) 990-7786.

SECTION IV. COVERAGE

Platinum Deluxe Coverage provides for the payment or reimbursement of costs authorized by Us or the Administrator, to repair or replace a Breakdown of ALL OF YOUR VEHICLE'S PART(S) OR COMPONENTS, including seals and gaskets, except those parts, components, and conditions listed in the section of this Contract labelled "V. Exclusions- What is Not Covered", less Your Deductible, in accordance with all terms and conditions of this Contract, until your Vehicle has an odometer reading of 125,000 miles.

Once Your Vehicle surpasses 125,000 total miles on Your Vehicle's odometer, We will provide for the payment or reimbursement of costs authorized by Us, the Administrator, to repair or replace a Breakdown of the following parts from the time Your vehicle surpasses 125,000 total miles on Your Vehicle's odometer until this coverage expires:

ENGINE (GAS/DIESEL)- The following parts are covered: pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The engine block and/or cylinder heads are also covered if the above-

listed parts cause a Breakdown of the engine block and/or cylinderheads.

TURBO/SUPERCHARGER (if factory installed only) All internally lubricated parts of the factory installed Turbocharger/supercharger. The Turbocharger/supercharger bearings is covered if the internally lubricated parts cause a Breakdown of the Turbocharger/supercharger housing.

TRANSMISSION/TRANSAXLE: All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail forks, synchronizers, and Torque Converter. Breakdown of the Transmission/transaxle case is covered only if caused by the failure of an internally lubricated covered part.

DRIVE AXLE All internally lubricated parts. Drive axle housing is also covered if damage is caused by Breakdown of an internally lubricated part.

TRANSFER CASE: All internally lubricated parts of the 4 x 4 Transfer Case. Breakdown of the Transfer Case is covered if caused by the failure of an internally lubricated part.

SEALS & GASKETS: Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

Once Your Vehicle surpasses 125,000 total miles on Your Vehicle's odometer, any parts not listed in this section for coverage are not covered by this Contract, with the exception of "Add On" parts as selected on the Declarations Page of this Contract and defined in "Section VII. Add On Coverage Options".

SECTION V. EXCLUSIONS - WHAT IS NOT COVERED

Coverage is not provided under this Contract for any of the following Exclusions:

1. **Pre-Existing Condition(s):** Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle, or any failure that occurred prior to the purchase of this Contract. Any Breakdown and/or failure, whereby the cause of failure occurred due to a condition that predated the purchase of this Contract shall also be expressly excluded from coverage.
2. Any Breakdown that occurs during the Validation Period of this Contract.
3. For damage to a covered part caused by the failure of a part that is not listed as covered under this Agreement.
4. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, such as a recall.

5. Technical Service Bulletins and Factory Service Bulletins, whereby the manufacturer has declared a known defect or recurring issue with Your Vehicle, shall also be expressly excluded from coverage under this Agreement. This shall apply even if the manufacturer has elected not to pay for repairs through a recall or other method.
6. Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract, in "Section III, Contract Holder's Responsibilities".
7. Damage caused by continued operation of an impaired vehicle.
8. Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.
9. Overloading the Vehicle beyond the manufacturer's recommended capacity.
10. Breakdowns that have occurred due to Wear and Tear.
11. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.
12. Any breakdowns caused by any modifications, alterations, and/or additions to Your Vehicle, or if any modifications, alterations, and/or additions have been made to Your Vehicle You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, including but not limited to, the failure of any custom or add on aftermarket part regardless if supplied by a franchised dealer or not, all frame or suspension modifications, lift kits (unless the lift kit option is marked on the Declarations Page and not to exceed 6 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit option is marked on the Declarations Page and not to exceed 6 inches greater than the Manufacturer's specifications), trailer hitches.
13. Any emissions and/or exhaust systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.
14. Any breakdowns caused by any use of Your Vehicle not recommended by the manufacturer, or if Your Vehicle is used for towing (unless your Vehicle is equipped with a factory installed or factory authorized tow package), or is used for Commercial Use (unless the Commercial Use option is selected on the Declarations Page and only as defined under the Commercial Use Add On Options section of this Agreement), or is used for snow removal (unless the Snow Plow option is selected on the Declarations Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, off-road use, prearranged or organized racing, or competitive driving.
15. A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose OR "Commercial" is selected as a surcharge on the Declarations Page of this Contract.
16. Vehicle used commercially except if the commercial usage surcharge is selected on the application for those eligible usage as defined in Section 1. This contract and the commercial use surcharge is not eligible for vehicles used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, off-road use, snow-plows, prearranged or organized racing, or competitive driving.
17. Repairs made outside of the United States and Canada.
18. Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.
19. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
20. Repairs required because You did not properly maintain Your Vehicle, as outlined in this Contract in "Section III, Contract Holder's Responsibilities".
21. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision Insurance. Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
22. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or service agreement.
23. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, air springs and air struts, headlight assemblies, tail lamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet

- metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, hoses, tire pressure sensors, wheel/rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the coverage section.
24. The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.
 25. Any regular maintenance services as described and/or recommended by Your manufacturer.
 26. For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.
 27. For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.
 28. Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.
 29. Any and all emissions and/or exhaust components are excluded from coverage.

SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

All Coverage plans include the following benefits:

- **Trip Interruption:** We will reimburse You a maximum of two hundred twenty five dollars (\$225.00) for lodging and meal expenses incurred by You should Your Vehicle failure and covered repairs occur more than 100 miles from Your place of residence and You are stranded overnight. Reimbursement is limited to seventy-five dollars (\$75.00) per day for charges incurred between the time Your Vehicle failed and the time it is repaired.
- **Rental Vehicle Expense:** Coverage is calculated as follows: For every (7) hours of authorized labor approved by the Administrator, You qualify for one (1) day of reimbursement. Notwithstanding the foregoing, if an authorized claim requires more than four (4) hours of authorized labor, You will qualify for Your first day of reimbursement. If the Administrator requires an inspection which causes a delay, You will qualify for one additional day of reimbursement. At all times, the maximum benefit is \$35.00 per day. In all cases, total reimbursement will not exceed \$175.00. At no time will this benefit exceed the amount You were charged for vehicle rental, or otherwise include days that Your Vehicle was not at the repair facility.

- **24 Hour Roadside Assistance:** Your Vehicle will be covered over the term of Your Service Contract. Towing benefit is a maximum of one hundred dollars (\$100.00) per tow. Roadside assistance service, fuel, fluid or battery boost/jump (excluding the cost of the service) will be up to a maximum of one hundred dollars (\$100.00) per occurrence. Roadside Assistance requires Roadside Assistance. You must contact the Provider's designated Roadside Assistance Center for prior approval and assistance. You will be provided with Your Roadside Assistance number by the Administrator as part of Your Service Contract documentation. The use of this Roadside benefit is limited to one (1) service request during any seven (7) day period. Please Note: The 24 Hour Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this Contract. Fees for services required independently are NOT covered.

Reimbursement Instructions for Trip Interruption and Rental Car Reimbursement: You must submit your receipts, repair orders and any other documents for reimbursement, as described in the Trip Interruption and/or Rental provisions contained herein by submitting the documents to the following address:

SunPath LTD 50 Brantree Hill Park, Suite 310 Brantree, MA 02124

SECTION VII. ADD-ON COVERAGE OPTIONS

The following options are add-on options and apply **ONLY** if they have been selected by You as indicated on the **Declarations Page**:

Commercial Use Option: If You have selected the **Commercial Use Coverage Option** as indicated on the **Declarations Page** of this Contract. See the **Commercial Use Definition** for specific eligible uses. This surcharge is mandatory as it applies. Uses that are defined as eligible commercial uses under the definitions section of this Contract shall negate any provisions in this Contract that exclude Coverage for Commercial Use. Uses not defined as eligible for **Commercial Use** under the definitions section of this contract shall not be eligible for Coverage.

Hybrid Vehicle Option (Mandatory as it Applies): If You have selected the Hybrid Vehicle Option as indicated on the **Declarations Page**, You have Coverage in accordance with the applicable terms of this Contract for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power or steering pump.

Lift Kit Option (Mandatory as it Applies): If the **Declarations Page** shows that the Lift Kit option was selected, Coverage will be provided for Your Vehicle if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined lift) that are installed by the Dealer or Authorized dealer facility at the time of the Vehicle sale. Coverage will be provided in accordance with the terms and provisions of this Vehicle Service Contract. The Odometer must be re-calibrated to register accurate readings in order for Your Vehicle to be eligible for this Coverage. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from Coverage, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this Contract.

Snow Plow Option (Mandatory as it Applies): If the Declarations Page shows that the Snow Plow option was selected, this Contract will provide Coverage for snow plowing services (for snow removal) provided Your Vehicle is properly equipped for snow plowing and is not used commercially (unless the Commercial Use option is selected on the Declarations Page of this Contract). The snow plow itself and any and all other equipment related to snow removal is specifically excluded from coverage under this Contract.

If Your Vehicle is found to be equipped with 4 X 4 / AWD, Diesel engine, Turbo/ Supercharger, Hybrid, Snow Plow, or Lift Kit, and the corresponding Option is not checked on the Administrator copy of the Declarations Page of this Contract, then no Coverage will be provided for Failures related to that Option during the term of this Contract.

SECTION VIII. INELIGIBLE VEHICLES

The following Vehicles are ineligible for coverage under this Contract:

All Commercial Use Vehicles. unless the Commercial Use surcharge option is selected on the **Declarations Page**. If the surcharge is selected, then only those commercial usages listed under the definitions section of this Contract are eligible for Coverage.

Any Vehicle used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the **Declarations Page** and is defined in the "Add On Coverage" section of this Contract), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing, or competitive driving.

Any Vehicle that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.

SECTION IX. GUARANTEE

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. The telephone number for Wesco Insurance Company is (866) 505-4648. If any covered claim or refund is not paid within sixty (60) days (thirty (30) days for Arizona & Alaska residents), or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, You may file a claim directly with Wesco Insurance Company directly at the number provided above.

SECTION X. CANCELLATIONS

Cancelled by a Lienholder

- We warrant that Your Vehicle and this Service Contract are financed, the administrator of the Declaration Page may cancel this Service Contract for a default in the loan agreement or if Your Vehicle is repossessed or declared a total loss due to an accident or theft.

The Administrator reserves the right to cancel if:

- Your Vehicle meets any of the conditions listed under the **EXCLUSIONS** section of this Contract or Your Vehicle does not have a valid Vehicle Identification Number (VIN).
- Your Vehicle's odometer fails during the term of this Contract and You do not repair it and have it certified within 30 days of failure.
- The accurate mileage of Your Vehicle cannot be determined at the time of a claim.
- Fraud or material misrepresentation is made at the time of Contract purchase or during the process of filing a claim.
- Your Vehicle is stolen, totaled or reassessed.
- The Administrator is not paid for the Service Contract or You fail to make timely payments to Your payment plan provider.
- Your Vehicle is used in a manner for which it was not intended by the manufacturer or in a manner that is not covered by the Contract.

If the Administrator cancels this Contract, You will receive a pro-rata refund of the Contract charge paid, less any claims that have been paid or approved.

You may cancel this Contract by contacting the Seller/Dealer or Administrator.

- Requests received within 30 days of the Contract purchase date will receive a full refund of the amount You paid for the Contract, less any claim payments that have been paid or approved.
- Requests received after the first 30 days are subject to a pro-rated refund. The Administrator will calculate the total days and mileage that the Contract was in force (whichever is greater) as compared to the total term of the Contract. You will receive a refund of the unused portion of the Contract less any claims that have been paid or approved and less a \$75.00 cancellation fee. The amount of any refund due will be applied to any outstanding balance of the Contract charge.

To initiate a cancellation You must contact the Seller/Dealer or Administrator to complete and sign a cancellation form, or mail written notice to the Administrator which includes Your: Contract Number, Full Name, Telephone number, reason for cancellation and Your signature. A notarized odometer statement or a receipt from a nationally recognized company that includes Your Vehicle Identification Number, current mileage of Your Vehicle and the date of Vehicle service must accompany Your request to cancel. The odometer statement or receipt that includes Your Vehicle's mileage must be dated

within 15 days of Your request to cancel (except in the case of repossession, theft, or totaled vehicles. The Administrator may require supporting documentation under those circumstances).

When a Financial institution or a Seller/Dealer has financed the purchase of the Service Contract the following will apply:

- If You cancel the Service Contract, the refund will be made payable to the lending institution.
 - If Your Vehicle is reassessed, totaled or not recovered due to flood, the refund will be made payable to the lienholder.
- Refunds not involving a lienholder will be made payable to the selling Seller/Dealer or You based on the procedures of the Administrator.

SECTION XI. TRANSFERABILITY

This Service Contract may be transferred (only by original Contract purchaser) to another private party upon the sale of the Vehicle. This Contract may not be transferred to a Dealer or with the Vehicle as part of a trade-in. The transfer must be made at the time of the Vehicle transfer. The Administrator must receive written confirmation of the transfer within fifteen (15) days of the transfer of the Vehicle. A fee of \$50.00 must be included with the request to transfer. The request must contain the following: the name, address and telephone number of the new Vehicle owner and a copy of the Bill of Sale or Title showing transfer. Transfer of Service Contract does not include transfer of the 24-Hour Roadside Assistance Program. Contract being paid for as part of a payment plan must be paid in full prior to transfer. If the Vehicle transfer causes any existing Manufacturer's warranty to become voidable then this Contract is not eligible for transfer to the new owner.

Please send any and all transfer requests, as well as a check payable to the Administrator to the following address:

SunPath, LTD
50 Braintree Hill Park, Suite 310
Braintree MA 02184

Please reference the contract number, the name of the old contract holder and the name of the new contract holder in Your correspondence.

SECTION XII. GENERAL PROVISIONS

Resolution of Disputes: Should a dispute, controversy, or claim arise out of or relating to this Contract, the dispute, controversy, or claim arising out of or relating to this Contract, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction, according to the laws of the state where the Contract Purchaser resides at the time the dispute, claim, or controversy arose, and

federal law.

Payment Plan and Finance Agent Agreements: If this Contract was purchased on a Payment Plan through a Finance Agent, the failure to make monthly payments in a timely fashion may result in cancellation of this Contract, unless State Law mandates otherwise. If such payments will be posted to Your balance due by Your Payment Plan Provider or Finance Agent, The Payment Plan Provider or Finance Agent shall be entitled to any refund resulting from cancellation for any reason until the contract has been paid in full to the Payment Plan Provider or Finance Agent.

Reinstatement: If this Contract is cancelled, We reserve the right to grant or deny any request for reinstatement. If this Contract is reinstated by Us, We will not be responsible for liability for any Breakdowns to Your Vehicle during the period this Contract was cancelled and for the first thirty (30) days from the effective date of reinstatement. If this Contract is cancelled due to non-payment, the Contract may be reinstated if the entire balance due is received within thirty (30) days of the cancellation, or unless We elect to make a special exception.

Renewability: You may purchase a Contract for additional time/mileage provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the expiration of the original Contract. At that time, contact the Administrator for the terms, Coverage and Deductible options available, which may not match the original Contract Coverage or be available at all.

SECTION XIII. PRIVACY POLICY

The trust of Our customers is Our most valuable asset. We safeguard that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy. Below is Our privacy pledge to Our customers:

Information We May Collect:

- We or the Administrator may collect nonpublic personal information about you from the following sources: Information we receive from you (or is provided to Us on Your behalf) on applications and other forms, such as Your name, address, telephone number, employer and income;
- Information about Your transactions with Us, the Administrator, the Seller/Dealer, and the Payment Plan Provider and/or Finance Agent that includes Your name, address, telephone number, age, insurance coverage, transaction history, claims history, and premium information;

- Information You provide to Us on applications from health care providers, such as doctors and hospitals, to determine Your past or present health condition. Health information will be collected as We deem appropriate to deem eligibility for coverage, to process claims, to prevent fraud, and to determine extenuating refunds, as authorized by You, or otherwise permitted or required by law.

Information We May Disclose and To Whom We May Disclose Information: The nonpublic personal information We or the Administrator may collect as described above may be disclosed in order to deliver products and services to You, provide customer service, and/or administer Your account with Us.

Disclosures permitted by law. We may disclose all information that we receive about You, including information described above, as permitted by law. We may use, disclose, and otherwise make available information that we receive about You for purposes of providing services to Us, such as providing customer support, responding to inquiries, and for protection against fraud, and maintaining software for our use. We may also disclose information in response to requests from law enforcement agencies or state insurance authorities.

Information Regarding Former Consumers. We and the Administrator will not disclose nonpublic personal information about former customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures: We and the Administrator restrict access to nonpublic personal information about You to those employees with whom We determine have a legitimate business purpose to access such information in connection with the offering of products or services to You. We employ security techniques designed to protect Our customer data. We provide training and communications programs to educate employees about the meaning and requirements of Our strict standards for data security and confidentiality.

SECTION XIV. STATE SPECIFIC DISCLOSURES

Forms of this Contract which are in conflict with the statutes of the state in which this Contract is to be performed are hereby amended to conform to the minimum standards of those statutes. The following special state requirements and/or disclosures apply if this Contract is to be performed in one of the following states:

TEXAS: *See also the Service Contract Administrator, License No. 214*

If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 400 Colorado, P.O. Box 12157, Austin, Texas 78711-0200, 303-9202.

If this Contract is cancelled within the first thirty (30) days, We will refund the entire Contract charge. If this Contract is cancelled after the first thirty (30) days, We will refund an amount of the Contract charge according to the formula method reflecting the greater of the days in force or the miles driven based on the terms miles selected and the rate Coverage begins, less a fifty dollar (\$50.00) administrative fee.

In the event of cancellation, the lender, if any, will be named on a cancellation refund check as their interest may appear.

If We cancel this Contract, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, fraud or a material misrepresentation by You to the Provider or the Provider's Administrator or a substantial breach of duties by You relating to the covered Vehicle or its use. If We cancel this Contract, no cancellation fee shall apply. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 45th day after the date on which the Contract is canceled.

If a Contract is cancelled and We do not pay the refund or credit to Your account before the 46th day after the date of the return of the Contract to the Provider, the Provider is liable to You for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

Name Wancele Forteza
Address 3000 Custer Rd Ste# 200
City State Zip Plano TX 75054-4422
Phone 469-212-3662

Name: AAS
Address: 3300 S Dixie Highway Suite 12
City/State/Zip: West Palm Beach, FL 33405
Phone: 855-203-1424
Salesperson: Fabrice Bataille

Payment Plan Terms (all dollar amounts are in U.S. dollars)

Total Sales Price	\$	3300.00
Down Payment	\$	99.00
(Minimum 5% of Total Sales Price)		
Balance of Sales Price	\$	3201.00
Number of Payments		24
Amount of Each Payment	\$	133.37
(Balance of Sales Price divided by Number of Payments)		
Payment Date (each month)		12/01/2022
(First due date no more than 30 days from sale date)		
Final Payment Date		11/01/2024
(Date of last payment)		

This Payment Plan Agreement ("Agreement") is between Purchaser and SING For Service, LLC d/b/a Meppco ("MEPCO"), a Seabury Asset Management Company. Purchaser has purchased a service contract ("Contract") from Seller that is issued by Administrator listed below ("Administrator"). This Agreement is entered into to enable Purchaser to pay for the Contract pursuant to an installment payment program.

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Contract #:	ECF216598
Contract:	Platinum Deluxe
Administrator:	SunPath
Contract and Payment Plan Effective Date:	11/01/2022

Authorization for Credit Card Payment

The balance of card charges, including any late charges, and any charges, fees, or discounts, including any applicable number of completed monthly charges to Purchaser's credit card account, shall remain in effect until the dates disclosed under the Payment Plan Terms until such time as the balance of Sales Price, down payment, and applicable charges described on page 23, "Interest on Adjustable Charges," are fully paid. If and when such as NECCO has received written notification of termination, "Credit Card Payment Termination Notice," from Purchaser, it may be reasonable opportunity to act on it.

*****1336

Credit Card Number

12/23

Expiration Date (MM/YY)

1/24

Exp. Date

I authorize charges to my credit card account for payment of the Balance of Sales Taxes together with all late charges in accordance with this agreement.

PURCHASER SHALL HAVE THE RIGHT AT ANY TIME TO CANCEL THE CONTRACT BY NOTICE TO MEPCO (Termination Notice) OR BY NONPAYMENT. PURCHASER'S SHALL HAVE NO OBLIGATION TO MAKE ANY INSTALLMENT PAYMENTS AFTER CANCELLATION. Subject to the Cancellation provisions on Page 23, neither MEPCO shall previously have received a Bill Termination Notice. (i) a late payment fee may be assessed in the amount of the lesser of 5% of the late payment or \$5.00 in respect of any payment not received by MEPCO within five days of the scheduled Payment Date (hereafter the "Late Charge"); and (ii) in the event that any scheduled payment is not made on or before the scheduled Payment Date, as provided in the Payment Plan Terms above, MEPCO is authorized by Purchaser, without notice thereof to Purchaser, to direct Administrator or Seller to cancel Purchaser's Contract and this Agreement at any time for nonpayment. Purchaser hereby assigns to MEPCO all of Purchaser's right, title and interest in and to the Contract, including Purchaser's rights to cancel the Contract, receive all unearned and refund amounts under the Contract and Purchaser's right to make a credit claim for indemnity against the Insurance Company. Purchaser represents to MEPCO that Purchaser's decision to purchase the Contract from Seller under the payment program did not result in Seller charging Purchaser a different Total Sales Price for the Contract than Purchaser would have paid if Purchaser had decided instead to pay the purchase price of the Contract in full at the time this Agreement was executed. The content and format of this Agreement have been accepted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, YOUR CONTRACT WILL BE CANCELED.

☐ Purchaser understands that the personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any other party other than for the purpose of providing the services required by this Agreement and the Contract and as required or permitted by applicable law

PER PHONE
PURCHASER
11/01/2022
DATE

☒ This Agreement sets forth the terms and conditions of the payment plan authorized by Purchaser by phone or other electronic means. See page F3 for instructions to cancel.

PAYMENT PLAN AGREEMENT

PROMISE TO PAY. In consideration of the sale of the Contract to Purchaser, Purchaser promises to pay to MEPCO, the Balance of Sales Price and all Applicable Charges shown under Payment Plan Terms, subject to the provisions of this Agreement. Purchaser shall not have any right to reduce any amount owed to MEPCO pursuant to this Agreement for any reason whatsoever.

CANCELLATION. Purchaser has the right to cancel this Agreement at any time. Purchaser may cancel this Agreement at any time by (i) electing not to make the next payment due pursuant to this Agreement or (ii) sending MEPCO a Termination Notice. In the event that (a) Purchaser elects not to make the next payment due pursuant to this Agreement, (b) MEPCO receives a Termination Notice or (c) an Event of Default occurs hereunder, MEPCO may cancel the Contract and this Agreement. After the effective date of Cancellation, Purchaser shall have no further obligation to make installment payments under this Agreement. **IMPORTANT: Cancelling this Agreement does not immediately cancel your Contract. It only cancels your payment plan. Coverage under your Contract will eventually be cancelled (in accordance with the terms of this Agreement) based on your nonpayment.** However, you should contact the Seller or Administrator in order to immediately cancel your Contract. Purchaser hereby assigns to MEPCO all of Purchaser's right, title and interest in and to the Contract, including Purchaser's rights to receive all unearned and return amounts and to assert any rights to reinstate the Contract and all proceeds thereof, and has made total payments to MEPCO in excess of the portion of the Total Sales Price plus Applicable Charges earned through the date of cancellation. Administrator or Seller shall refund the amount of such excess to Purchaser.

POWER OF ATTORNEY. Following any default hereunder, and subject to the Cancellation provisions above, Purchaser hereby irrevocably appoints MEPCO as its true and lawful attorney-in-fact, only for the limited purposes related to this Agreement set forth in the following sentence until all amounts payable hereunder are paid in full. MEPCO shall have full power under this power of attorney to (i) cancel the Contract, (ii) receive, demand, collect, or sue any party for any amounts relating to the Contract, (iii) endorse or execute in Purchaser's name all checks issued and all other documents or instruments relating to the Contract, and (iv) take such other actions as are reasonably necessary to further the purposes of this Agreement.

APPLICABLE CHARGES. If any payment due hereunder is more than five days late, and except as prohibited by applicable law, Purchaser agrees to pay MEPCO the Late Charge. Nothing herein shall be considered to waive any default hereunder or to grant any grace period with respect to any default for failure to make any payment on the Payment Date. Notwithstanding anything herein to the contrary, in the event that any scheduled payment is not made on or before the Payment Date, MEPCO may, in its sole discretion, direct Administrator or Seller to cancel the Contract and this Agreement at any time for nonpayment. Except as prohibited by applicable law, Purchaser agrees to pay to MEPCO a fee of \$25 for each check or each debit that is dishonored by Purchaser's bank. Purchaser consents to the payment of all of the Applicable Charges in accordance with the Payment Option selected.

DEFAULT PAYMENT OPTION. If Purchaser fails to select a Payment Option, Purchaser shall be deemed to have selected a Monthly Bill.

PREPAYMENT. Purchaser shall have the right to prepay the entire unpaid Balance of Sales Price at any time, without penalty or discount.

DEFAULT. If (i) Purchaser fails to make any payment due hereunder or comply with any other provision hereof, (ii) Purchaser becomes the subject of any voluntary or involuntary bankruptcy proceedings, (iii) Purchaser has a receiver or trustee appointed for it or its property, or (iv) Purchaser makes an assignment for the benefit of its creditors or admits in writing that it is unable to pay its debts as they become due, an "Event of Default" shall be deemed to have occurred. Upon the occurrence of an Event of Default, MEPCO shall have the right to take such actions as are available to MEPCO hereunder at law or in equity. MEPCO shall be entitled to reimbursement for reasonable attorneys' fees and costs in enforcing MEPCO's rights hereunder.

RELEASE. Purchaser hereby releases and discharges MEPCO from any liability for damages with respect to any action taken following an Event of Default by Purchaser and shall indemnify and hold MEPCO harmless from any liabilities, claims, damages or causes of action in connection with any such action by MEPCO.

PAYMENT AFTER CANCELLATION. Any payment made by Purchaser after the effective date of cancellation (or after a notice of cancellation is mailed to Purchaser) will not result in a reinstatement of the Contract but will be applied to Purchaser's outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by MEPCO to take steps to attempt to reinstate such Contract or constitute a waiver of any Event of Default hereunder.

ACCEPTANCE, RATIFICATION, ACCURACY. This Agreement shall be considered accepted by Purchaser and MEPCO upon the payment of the down payment and is effective as of Effective Date of Contract. Purchaser agrees that MEPCO shall have the authority to revise this Agreement to insert any provision omitted (including but not limited to the

due date of the first installment) upon written notice to Purchaser. In addition, if the total payments due hereunder are increased due to underwriting considerations, MEPCO shall have the right, upon receipt of Purchaser's written authorization, to revise such amounts on the face of this Agreement. Any change by Purchaser (by way of deletion, modification, supplementation or otherwise), to any portion of this Agreement shall render the Agreement voidable, at MEPCO's option.

ASSIGNMENT. MEPCO may, with or without notice to Purchaser, assign or pledge its rights, title and interest in, to and under this Agreement and the power of attorney herein described. Upon written notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim.

AGENTS OF SING FOR Service, LLC d/b/a MEPCO; AUTHORITY. Pursuant to one or more powers of attorney, MEPCO will, from time to time, appoint one or more third parties as its agent to take certain actions on its behalf in connection with this Agreement. The Purchaser is entitled to rely upon actions taken and statements made by such agents on behalf of, and in the name of, MEPCO to the same extent as if MEPCO had taken such actions or made such statements in its own name.

LIMITED RESOURCE COVENANT. The Purchaser understands and agrees that: (i) Meppo's obligations are solely the obligations of Meppo and of no other Person, payable at any time only to the extent funds are available to Meppo, (ii) to the extent funds at any time are not available to Meppo to pay such obligations, any claims relating thereto shall not constitute a claim against Meppo but shall continue to accrue, (iii) the payment of any claim (as defined in Section 101 of Title 11 of the Bankruptcy Code) is expressly subordinated to the payment in full of all of Meppo's outstanding obligations to its lenders and the administrative agent, and (iv) prior to the date that is one year and one day after the payment in full of all of Meppo's outstanding obligations, the Purchaser will not institute against, or join with any other Person in instituting against, Meppo any bankruptcy, reorganization, insolvency or liquidation proceedings or similar proceeding under the laws of the United States or any state of the United States.

WAIVERS, REMEDIES, ENTIRE AGREEMENT. MEPCO's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by MEPCO under this Agreement is cumulative and shall not preclude MEPCO from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof. Time is of the essence in this Agreement.

MANDATORY ARBITRATION. MEPCO and Purchaser mutually agree that (i) any one of them has the right to elect to resolve by binding arbitration:

any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement, (ii) if arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules; (iii) THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS; (iv) AN ARBITRATION CAN ONLY DECIDE MEPCO'S OR PURCHASER'S CLAIMS AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS; (v) ANY SUCH ARBITRATION HEARING WILL TAKE PLACE IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, NEW YORK; (vi) Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non conveniens of any such arbitration, and (vii) this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to applicable conflict of law principles. Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement or the Contract. Any legal suit, action or proceeding against MEPCO arising out of or relating to the Agreement or the Contract may only be instituted in Federal or State Court in the State of New York, Borough of Manhattan, City of New York, New York. Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding and Purchaser hereby irrevocably submits to the jurisdiction of any such court in any such suit.

WAIVER OF CLASS ACTION. PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, THE CONTRACT OR ANY MATTER ARISING IN CONNECTION THEREWITH ON A CLASS ACTION BASIS.

WAIVER OF JURY DEMAND. PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT, THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION HERewith OR THEREWITH. MEPCO IS HEREBY AUTHORIZED TO FILE A MOTION TO DISMISS THIS PARAGRAPH IN THE EVENT OF ANY SUCH PROCEEDING

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

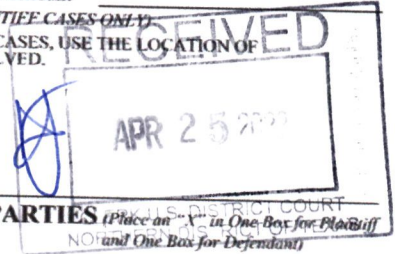
MARICEL FORTEZA

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)
PRO SE

DEFENDANTS

AFFORDABLE AUTO SHIELD, INC. DBA AAS,
SUNPATH LTD. SING FOR SERVICES. LLC DBA MEPCO
County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)



II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
47 USC 272Brief description of cause:
ILLEGAL TELEMARTETING

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
218,500.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
04/19/2023
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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- Expected delivery date specified for domestic use.
- Most domestic shipments include up to \$50 of insurance (restrictions apply).*
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- Limited International Insurance.**
- When used internationally, a customs declaration form is required.

*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.
** See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

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FOR DOMESTIC AND INTERNATIONAL USE

EXPECTED DELIVERY DAY: 04/22/23

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PS00000133100

EP14 September 2021
OD: 15 x 11.625

RECEIVED - 8

APR 25 2023

DALLAS, TX

TO:

X-RAY
United States District Court
1100 Commerce St.
Room 1452
Dallas, TX 75242

FROM:
Maricel Forteza
3000 Custer Rd. Ste. 270-206
Plano, TX 75075

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